

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
GREENVILLE DIVISION**

IN RE:  
ALTON LANE and  
GAIL LANE  
Debtors

Case No. 13-06152-8-JNC

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ALTON LANE and  
GAIL LANE  
Plaintiffs,  
v.

Adversary Proceeding  
No.:

SELECT PORTFOLIO SERVICING, INC.,  
Defendant

**COMPLAINT FOR SANCTIONS**

PRELIMINARY STATEMENT

1. This is an action by Debtor-Plaintiffs, Alton Lane and Gail Lane (hereinafter “Debtors”) pursuant to 11 U.S.C. §§ 524(a)(2) and 524(i) for violation of the discharge injunction.

JURISDICTION

2. Jurisdiction of the United States Bankruptcy Court over this matter is provided by 28 U.S.C. §§ 151, 157 and 1334 as amended.

3. Debtors’ claim for relief is a core proceeding under 11 U.S.C. § 524.

PARTIES

4. Debtors are individuals residing in Halifax County, North Carolina, and filed a petition in bankruptcy under Chapter 13 on October 1, 2013.

5. Defendant Select Portfolio Servicing, Inc. (hereinafter “SPS”), upon information and belief, is a corporation authorized to do business in the state of North Carolina.

FACTUAL ALLEGATIONS

6. Debtors listed real property located at 21 Fairlane Drive, Roanoke Rapids, North Carolina with a deed of trust in favor of Beneficial. Pursuant to Debtors’ confirmed plan, Debtors were to pay the mortgage payments directly.

7. HSBC Mortgage Services, Inc. filed claim number 12 as a secured claim in the amount of \$125,036.91, with arrears in the amount of \$3,749.66. The arrears claim included pre-petition arrears in the amount of \$1,660.54 in addition to two (2) post-petition installments of \$1,044.56 each (for November 2013 and December 2013 respectively) for a total of \$2,089.12 in post-petition arrears.

8. Debtors paid each post-petition mortgage payment directly, including November 2013 and December 2013.

9. The Chapter 13 Trustee paid the arrears claim based on the actual, pre-petition arrears amount, notwithstanding the erroneous inclusion of post-petition arrears in the proof of claim. The total amount paid on the claim through the Chapter 13 Plan was \$1,660.54.

10. During the Chapter 13 Plan, there were three (3) Assignment of Claims filed for the mortgage creditor. There were two (2) Assignments filed on December 14, 2016 and one (1) filed on April 14, 2018. The current holder of the Note is Select Portfolio Servicing, Inc.

11. The Chapter 13 discharge was entered on December 10, 2018.

12. After the discharge was entered, SPS began sending monthly mortgage statements showing arrears in the amount of \$2,089.12. Debtor has attached a statement dated April 2, 2019.

13. SPS mailed to Debtors a Notice of Default – Right to Cure dated April 15, 2019.

14. Attorney for Debtors sent SPS correspondence dated April 25, 2019 seeking to resolve the discrepancy and requesting a payment history.

15. SPS sent a letter dated May 1, 2019 acknowledging receipt of the request for payment history.

16. SPS sent another Notice of Default – Right to Cure letter dated May 10, 2019.

17. SPS sent correspondence dated May 8, 2019 providing a payment history and stating that the account was still two (2) months past due. As a result, Debtors were required to file a Motion to Re-Open case on May 22, 2019. Debtors were required to pay the filing of \$235.00 to re-open the case.

18. SPS again mailed a Notice of Default – Right to Cure dated June 5, 2019.

19. SPS was served with a Notice of Final Cure Payment (“Notice”) complying with Fed. R. Bank. P. 3002.1(f) and (g). SPS filed a Response to Notice of Final Cure Payment on July 8, 2019 containing a statement as required by Fed. R. Bank. P. 3002.1(g) that it agreed that the Debtors are current in their mortgage payments with the next post-petition payment due on June 18, 2019.

20. A Motion to Deem Mortgage Current was filed on July 10, 2019 and an Order was entered on August 9, 2019 stating that SPS was required to treat the Debtors' mortgage as reinstated and fully current in all obligations under the mortgage as of December 10, 2018, with the next post-petition payment due on June 18, 2019.

21. On or around September 3, 2019, in violation of the Court's order dated August 9, 2019, SPS sent another statement showing mortgage arrears in the amount of \$2,089.12.

22. In September 2019, SPS transferred servicing of the mortgage to SN Servicing Corporation.

#### CLAIM FOR RELIEF

23. A Chapter 13 discharge "operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived." 11 U.S.C. 524(a)(2).

24. "The willful failure of a creditor to credit payments received under a plan confirmed under this title ... shall constitute a violation of an injunction under subsection (a)(2) if the act of the creditor to collect and failure to credit payments in the manner required by the plan caused material injury to the debtor." 11 U.S.C. 524(i).

25. Debtors experienced material injury as a result of SPS' failure to credit payments received under Debtors' confirmed Chapter 13 plan. Debtors' material injury includes but is not limited to out-of-pocket costs associated with reopening the Chapter 13 case and prosecuting the Motion to Deem Mortgage Current, in addition to damages for Debtors' emotional distress caused by repeated and erroneous Notices of Default sent by SPS. Debtors specifically request (1) reimbursement of the \$235.00 fee to reopen the Chapter 13 case; (2) actual and punitive damages in the amount of \$7,500.00; and (3) payment of Debtors' attorney fees in the amount of \$2,500.00.

WHEREFORE, Debtors pray the Court for the following relief:

26. That SPS be ordered to reimburse Debtors for the \$235.00 fee paid by Debtors to reopen the Chapter 13 case;

27. That SPS be ordered to pay Debtors' actual and punitive damages in the amount of \$7,500.00; and

28. That SPS be ordered to pay Debtors' attorney fees in the amount of \$2,500.00.

This the 26<sup>th</sup> day of September, 2019

SOSNA LAW OFFICES, PLLC

A handwritten signature in black ink, appearing to read 'P. Huffstetler, III', written over a horizontal line.

By: s/Palmer E. Huffstetler, III

Palmer E. Huffstetler, III

Attorney for Debtor

3031 Zebulon Road

Rocky Mount, NC 27804

(252) 937-3027

NC Bar No.: 47818

Customer Service: (800) 258-8602  
Monday - Thursday 8:00AM - 11:00PM ET  
Friday 8:00AM - 9:00PM ET  
Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Gail D Lane  
Alton G Lane  
21 Fairlane Dr  
Roanoke Rapid, NC 27870-9004

2618



### Bankruptcy Message

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, you should pay the Trustee instead of us. Please contact your attorney or the Trustee if you have questions.

Account Number  
Property Address

21 FAIRLANE DR  
ROANOKE RAPID NC 27870

Post Petition Due Date  
Statement Due Date

02/18/2019  
04/18/2019

Payment Amount

\$3,127.96

### Explanation of Payment Amount (Post Petition)

Principal	\$382.85
Interest	\$661.71
Escrow (Taxes and Insurance)	\$0.00
<b>Regular Monthly Payment</b>	<b>1,044.56</b>
Other Charges and Fees	\$0.00
Charges / Fees this Period	\$0.00
Past Unpaid Amount(s)	\$2,089.12
Unapplied Payment(s) <sup>3</sup>	\$5.72

**Total Payment Amount**

**\$3,127.96**

The Payment Amount does not include any amount that was past due before you filed for bankruptcy.

### Account Information

Interest Bearing Principal	\$80,240.81
Deferred Principal	\$23,657.03
Outstanding Principal <sup>1</sup>	\$103,897.84
Interest Rate (Fixed)	9.990%
Post Petition Interest Rate	9.990%
Prepayment Penalty	No

### Transaction Activity (03/06/2019 to 04/02/2019)

Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Unapplied Balance	Other Fees	Expenses Pd by Servicer	Total <sup>1</sup>
03/06	BEG BALANCE	\$104,271.29	\$2,003.98	\$0.00	\$0.00	(\$5.28)	\$0.00	\$75.00	\$106,344.99
03/18	PAYMENT	(373.45)	(671.11)	0.00	0.00	(0.44)	0.00	0.00	(1,045.00)
03/25	PRIOR SVC BK FEE	0.00	0.00	0.00	0.00	0.00	0.00	(75.00)	(75.00)
04/02	ENDING BALANCE	\$103,897.84	\$1,332.87	\$0.00	\$0.00	(\$5.72)	\$0.00	\$0.00	\$105,224.99

### Past Payments Breakdown

	Paid Last Month	Paid Year To Date
Principal	\$373.45	\$1,111.12
Interest	\$671.11	\$2,022.56
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.44	
<b>Total</b>	<b>\$1,045.00</b>	<b>\$3,133.68</b>
Total Unapplied Balance	\$5.72 <sup>3</sup>	

### Important Messages

<sup>1</sup> This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

<sup>3</sup> Partial payments or overpayments are treated as unapplied funds until we receive enough for a full principal and interest payment at which time we will credit your account for the principal and interest payment.

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

The Outstanding Principal balance includes the Interest Bearing Principal balance and the Deferred Principal balance. The Deferred Principal balance is not subject to the charged interest rate and will be due as a final balloon payment on the earlier of (a) payoff of the Interest Bearing Principal balance, or (b) maturity date of the mortgage loan.

### Summary of Amounts Past Due Before Bankruptcy Filing (Pre-Petition Arrearage)

Paid Last Month	\$0.00	This box shows amounts that were past due when you filed for bankruptcy. It may also include other allowed amounts on your mortgage loan. The Trustee is sending us the payments shown here. These are separate from your regular monthly mortgage payments.
Total Paid During Bankruptcy	\$2,364.12	
Current Balance	\$0.00	



IMPORTANT INFORMATION

Important Mailing Addresses (Please include your account number on all correspondence)

Regular Payments	Select Portfolio Servicing, Inc. Attn: Remittance Processing P.O. Box 65450 Salt Lake City, UT 84165
Overnight/Express Payments	Select Portfolio Servicing, Inc. Attn: Cashiering Dept. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119 Fax: (801) 270-7856
Notice of Error or Information Request or Qualified Written Request	Select Portfolio Servicing, Inc. P.O. Box 65277 Salt Lake City, UT 84165 Fax: (801) 270-7856
General Correspondence	Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165
Check by Phone	(800) 258-8602 Option 1
Bankruptcy	Select Portfolio Servicing, Inc. Attn: Bankruptcy Dept. P.O. Box 65250 Salt Lake City, UT 84165

**LOAN PAYOFFS** Payoff information may be requested verbally by calling the Customer Service toll free number printed on this statement, by faxing your requests to (801) 269-4269 or by mailing your request to: P.O. Box 65250, Salt Lake City, UT 84165-0250. If you do not receive your payoff quote within 5 business days of placing your request, please call our Customer Service Department.

**HOME OWNER INSURANCE** You are required to maintain Homeowners Insurance (and if required, Flood Insurance), at all times during the term of your Mortgage and provide or ask your insurance agent each year to provide us copies of all renewal policies and invoices to the address shown below at least (30) days before the date your existing policy expires. It is important for you to remember that if we do not receive a copy of your renewal or replacement policy, SPS may obtain coverage to protect its interest in the property. The coverage provided for this insurance may be different and more expensive than your expired coverage. We will only do this after we have notified you of your failure to maintain coverage. It is possible we may obtain certain benefits from this insurance placement coverage.

**APPLICATION OF PAYMENTS** If you are current in making your payments, we will apply payments according to your Note. If you are delinquent, we apply payments to the oldest outstanding payments that are due under your Note.

**LOAN REPRESENTATIVES** If you would like to speak to someone about making a payment or payment arrangements, please call one of our loan representatives at (800) 258-8602 (Monday - Thursday, 8 a.m. - 11 p.m. ET; Friday, 8 a.m. - 9 p.m. ET; Saturday, 8 a.m. - 2 p.m. ET).

**AUTOMATED CONVERSION OF YOUR CHECKS TO ACH DEBIT ENTRIES AND RETURNED CHECKS OR DEBITS** When you provide us a check, you authorize us to use the information from your check to make a one time Electronic Funds Transfer from your bank account. When we use your check to make an Electronic Funds Transfer, funds may be withdrawn from your account quickly, as soon as the day we receive your check. You will not receive your check back from your financial institution. If there are insufficient funds in your account we will reverse the amount of any such returned payment that we had credited to your mortgage. You authorize us to charge you a fee of up to twenty-five dollars (\$25.00) as allowable by state law.

**CREDIT REPORTING** SPS furnishes information to consumer reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your Note and Mortgage. If you believe such information is inaccurate, you may call Customer Service at (800) 258-8602, submit a written Notice of Error to the P.O. Box listed above, or submit a dispute with the consumer reporting agency.

**NOTICE OF ERROR OR INFORMATION REQUEST OR QUALIFIED WRITTEN REQUEST** If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent to the address listed above in the important mailing addresses section, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal Law.

Monthly Payment	\$	.
Additional Principal	\$	.
Additional Escrow	\$	.
Late Fees	\$	.
Other (Please Specify)	\$	.
Total Amount Enclosed \$		

**COMMON ABBREVIATIONS**

INT	Interest
FC or F/C	Foreclosure
BK	Bankruptcy

<b>Payment Amount</b>	
Borrower Name(s)	Gail D Lane Alton G Lane
Account Number	[REDACTED]
<b>Payment Date 04/18/2019: \$3,127.96</b>	
Make checks payable to: Select Portfolio Servicing	

SELECT PORTFOLIO SERVICING, INC.  
PO BOX 65450  
SALT LAKE CITY UT 84165-0450



2771 002245801 000010000 95444010000 3

☐ Change of address or company name and note changes on back.

If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, do not sent your payments to us. Instead you should send your payment to the Trustee.

Customer Service : (800) 258-8602  
Monday - Thursday 8:00AM - 11:00PM ET  
Friday 8:00AM - 9:00PM ET  
Saturday 8:00AM - 2:00PM ET

Account Number [REDACTED]

#### Important Messages

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

YTD Interest Paid amount will include capitalized interest in the event your loan was modified in the current year.

Per IRS regulations all year end statements will be mailed no later than January 31st. Year end information will be available via our automated voice response system on January 2nd. Duplicate year end statements can be obtained from our website [www.spservicing.com](http://www.spservicing.com) after February 10th. Log into your account and view or print a duplicate copy at your convenience.



April 15, 2019

 GAIL D LANE  
ALTON G LANE  
21 FAIRLANE DR  
ROANOKE RAPID, NC 27870-0000

Account Number:  
Property Address:

  
21 FAIRLANE DR  
ROANOKE RAPID, NC 27870

**PLEASE READ THIS NOTICE CAREFULLY. TAKE ACTION TO AVOID THE LOSS OF YOUR PROPERTY.**

**NOTICE OF DEFAULT - RIGHT TO CURE**

Dear Customer(s),

The mortgage loan on your property is in default as a result of your failure to make payments as required by the Note and Deed of Trust or Mortgage (Security Instrument). We have previously sent you letters and communications regarding this default in an attempt to resolve this matter. This letter provides information about the default and what rights you have to cure the default. Select Portfolio Servicing, Inc. (SPS) services your mortgage loan and has been instructed on behalf of the holder of the promissory note to pursue remedies under the Security Instrument unless you take action to cure the default before the Cure Date shown below. The Noteholder on your Loan is U.S. Bank Trust National Association as Trustee for GIFM Holdings Trust (c/o SPS, PO Box 65250 Salt Lake City, UT 84165-0250).

This letter provides notice of the following:

**The Default**

You have failed to make payments under the Note and Security Instrument as shown below. This letter is a formal demand for payment.

**Action Required to Cure the Default**

To cure this default, you must pay the Amount Required to Cure together with payments which may subsequently become due, on or before the Cure Date listed below.

**Amount Required to Cure the Default**

As of the date of this letter, the total amount due and required to cure the default on your loan is \$2,083.40 (Amount Required to Cure) as itemized below:

<b>Itemization of Amount Required to Cure</b>	
<b>Cure Date: 06/01/2019</b>	
Payment due for 02/18/2019	2,089.12
Total amount due includes escrow payments (taxes / insurance).	
Accrued late charges	0.00
Escrow advance balance (Deficit)	0.00
Advances made on Customer's behalf	0.00





Total Amount Outstanding	2,089.12
Unapplied balance	5.72
<b>AMOUNT REQUIRED AS OF April 15, 2019 TO CURE THE DEFAULT</b>	<b>2,083.40</b>

Additional payments may become due between the date of this letter and the Cure Date. If you wish to cure the default after those payments become due, they should be added to the Amount Required to Cure. You have forty-five (45) days from the date of this notice to pay the Amount Required to Cure. This Cure Date is 06/01/2019. Fees and other charges may continue to be assessed to your account after the date of this letter pursuant to the terms of the Security Instrument. In addition, there may be other fees, escrow advances or corporate advances that SPS paid on your behalf or advanced to your account not itemized in this letter. While these amounts are not required to cure the payment default, you still owe these amounts. To obtain the amount required to bring the loan current, please contact SPS at our toll free number 800-635-9698. SPS is not waiving its right to demand that you pay these amounts at a later date. SPS's acceptance of one or more payments for less than the Amount Required to Cure shall not be deemed a waiver of any rights under the Security Instrument.

#### **Possible Consequences of Default**

If SPS does not receive the Amount Required to Cure by the Cure Date, or if some loss mitigation alternative to foreclosure has not started, SPS may initiate foreclosure and require immediate payment in full of the entire outstanding unpaid amount on the account. In other words, SPS may accelerate all payments owing and sums secured by the Security Instrument. If that happens, you may lose your home. A foreclosure will result in the involuntary loss of the property via sale to the lender or another person may acquire the property by means of foreclosure and sale, and you may be evicted. Once foreclosure is initiated, additional amounts for legal fees and costs may be incurred. These sums can be significant. They may be added to amounts secured by the Security Instrument, and they may be required to be paid, to the extent permitted by law, if you wish to reinstate or satisfy the loan after foreclosure is initiated.

#### **Payment Options**

Please send payments to the following address:

Sent via US Mail to: <b>Select Portfolio Servicing, Inc.</b> <b>PO Box 65450 Salt Lake City, UT 84165-0450</b>	Sent via overnight courier to: <b>Select Portfolio Servicing, Inc.</b> <b>Attn: Remittance Processing</b> <b>3217 S. Decker Lake Dr., Salt Lake City, UT 84119</b>
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Payments may be submitted in the following forms:

- (a) Personal check (if a foreclosure action has not been initiated)
- (b) Money order
- (c) Bank wire (electronic funds transfer). Please contact SPS for the information necessary to complete a bank wire.
- (d) Certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency.
- (e) Western Union Quick Collect. Reference the loan number above and deliver to Code City: Oswald, Code State: UT.

In some circumstances, you may be able to submit a payment through EZ Pay by calling 800-258-8602 or visiting our website at [www.spservicing.com](http://www.spservicing.com). Please remember that EZ Pay payments clear quickly, and you must have the funds in your checking account on the day you ask us to process a payment. We will obtain your consent prior to initiating payment and will advise you of any fee for this service which may be up to \$15.00.

### **You Have Options to Avoid Foreclosure!**

You may have options available other than foreclosure and can discuss your options with SPS or a counselor approved by the U.S. Department of Housing and Urban Development (HUD). A list of agencies has been included with this letter.

SPS is committed to home retention and offers many customer assistance programs designed to help customers avoid foreclosure. These programs are offered at no cost to our customers and are designed to help preserve home ownership or prevent foreclosure through structured repayment plans, special payment arrangements, modifications, short settlements, and deed-in-lieu options, if you are eligible. If you would like to learn more about these programs, you should immediately contact an SPS representative at our toll-free number, 800-635-9698, or visit our website at [www.spsservicing.com](http://www.spsservicing.com). Our representatives are available by phone Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

**If we can reach an agreement to resolve your default, we will not proceed with and/or commence foreclosure, as long as you comply with the agreement and make required payments.**

### **Counseling**

HUD approved home ownership counseling may be available to you. You should call (800) 569-4287 or TDD (800) 877-8339, or go to HUD's website at [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm) to find the HUD-approved housing counseling agency nearest you. The contact information for one of many HUD approved counseling agents in your area is listed below; however, the aforementioned website will have a full list of approved agencies. You may be eligible for assistance from the Homeownership Preservation Foundation, which may be reached at the Homeowner's HOPE™ Hotline at 888-995-HOPE™ (888-995-4673) or at their website, [www.995hope.org](http://www.995hope.org), or you may seek help from another non-profit foreclosure avoidance agency.

### **Servicemembers Civil Relief Act (SCRA)**

SPS is committed to home ownership assistance for active servicemembers and veterans of the United States military. You may be entitled to certain protections under the federal Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.) regarding your interest rate and the risk of foreclosure if you are a servicemember or a dependent of a servicemember. Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or [www.militaryonesource.mil](http://www.militaryonesource.mil)) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>). Note: your state may have more expansive eligibility criteria than below. Please contact us as soon as possible if you have any questions or believe you may be eligible.

Eligible service may include, but is not limited to:

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard), or
- Reserve and National Guard personnel who have been activated and are on Federal active duty, or
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

Please send written notice of military service as soon as possible to:

Select Portfolio Servicing, Inc.  
PO Box 65250 Salt Lake City, UT 84165-0250

If you have questions regarding eligibility and application requirements, please call us at 800-258-8602.

### **Your Rights**

If you wish to dispute your delinquency or the correctness of the Amount Required to Cure the Default, you may do so by providing a written dispute to SPS at the following address:

Select Portfolio Servicing, Inc.  
PO Box 65277 Salt Lake City, UT 84165-0277

You may call SPS at our toll free number 800-258-8602 to discuss your dispute. However, to protect your rights under federal law, you will need to provide written notice to SPS if you believe that your dispute is unresolved.



You may also contact the State Home Foreclosure Prevention Project of the Housing Finance Agency:

N.C. Foreclosure Prevention Fund  
North Carolina Housing Finance Agency  
3508 Bush Street  
Raleigh, NC 27609-7509  
www.ncforeclosureprevention.gov  
Phone: 888-442-8188

If you meet the conditions to reinstate, as provided in the Security Instrument, you may reinstate your account even after foreclosure has been initiated but prior to sale. This means that once you have met the conditions, the enforcement of the Security Instrument will be stopped and your Note and Security Instrument will remain, as if demand for payment in full had not been made. You will have this right at any time before the earliest of; (a) five days before sale of the property under any power of sale granted by the Security Instrument; (b) another period as applicable law might specify for the termination of your right to have enforcement of the loan stopped; or (c) a judgment has been entered enforcing your Security Instrument. SPS requires that you pay reinstatement amounts in certified funds. Certified funds include a bank wire, cashier's bank check, attorney trust account check, title or escrow company check, or Western Union Quick Collect. Please contact SPS at 800-635-9698 for instructions on submitting these funds. If you reinstate, the Security Instrument shall remain fully effective as if no foreclosure action had started.

You have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

**You have options to avoid foreclosure. THE TIME TO ACT IS NOW. Please call us at 888-818-6032.**

Sincerely,

Select Portfolio Servicing, Inc.

**Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.**

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

**Minnesota - This collection agency is licensed by the Minnesota Department of Commerce  
New York City - Collection Agency License # 1170514**



May 10, 2019

 GAIL D LANE  
ALTON G LANE  
21 FAIRLANE DR  
ROANOKE RAPID, NC 27870-0000

Account Number:   
Property Address: 21 FAIRLANE DR  
ROANOKE RAPID, NC 27870

**PLEASE READ THIS NOTICE CAREFULLY. TAKE ACTION TO AVOID THE LOSS OF YOUR PROPERTY.**

**NOTICE OF DEFAULT - RIGHT TO CURE**

Dear Customer(s),

The mortgage loan on your property is in default as a result of your failure to make payments as required by the Note and Deed of Trust or Mortgage (Security Instrument). We have previously sent you letters and communications regarding this default in an attempt to resolve this matter. This letter provides information about the default and what rights you have to cure the default. Select Portfolio Servicing, Inc. (SPS) services your mortgage loan and has been instructed on behalf of the holder of the promissory note to pursue remedies under the Security Instrument unless you take action to cure the default before the Cure Date shown below. The Noteholder on your Loan is U.S. Bank Trust National Association as Trustee for GIFM Holdings Trust (c/o SPS, PO Box 65250 Salt Lake City, UT 84165-0250).

This letter provides notice of the following:

**The Default**

You have failed to make payments under the Note and Security Instrument as shown below. This letter is a formal demand for payment.

**Action Required to Cure the Default**

To cure this default, you must pay the Amount Required to Cure together with payments which may subsequently become due, on or before the Cure Date listed below.

**Amount Required to Cure the Default**

As of the date of this letter, the total amount due and required to cure the default on your loan is \$2,082.96 (Amount Required to Cure) as itemized below:

Itemization of Amount Required to Cure	
Cure Date: 06/26/2019	
Payment due for 03/18/2019	2,089.12
Total amount due includes escrow payments (taxes / insurance).	
Accrued late charges	0.00
Escrow advance balance (Deficit)	0.00
Advances made on Customer's behalf	0.00





Total Amount Outstanding	2,089.12
Unapplied balance	6.16
<b>AMOUNT REQUIRED AS OF May 10, 2019 TO CURE THE DEFAULT</b>	<b>2,082.96</b>

Additional payments may become due between the date of this letter and the Cure Date. If you wish to cure the default after those payments become due, they should be added to the Amount Required to Cure. You have forty-five (45) days from the date of this notice to pay the Amount Required to Cure. This Cure Date is 06/26/2019. Fees and other charges may continue to be assessed to your account after the date of this letter pursuant to the terms of the Security Instrument. In addition, there may be other fees, escrow advances or corporate advances that SPS paid on your behalf or advanced to your account not itemized in this letter. While these amounts are not required to cure the payment default, you still owe these amounts. To obtain the amount required to bring the loan current, please contact SPS at our toll free number 800-635-9698. SPS is not waiving its right to demand that you pay these amounts at a later date. SPS's acceptance of one or more payments for less than the Amount Required to Cure shall not be deemed a waiver of any rights under the Security Instrument.

#### **Possible Consequences of Default**

If SPS does not receive the Amount Required to Cure by the Cure Date, or if some loss mitigation alternative to foreclosure has not started, SPS may initiate foreclosure and require immediate payment in full of the entire outstanding unpaid amount on the account. In other words, SPS may accelerate all payments owing and sums secured by the Security Instrument. If that happens, you may lose your home. A foreclosure will result in the involuntary loss of the property via sale to the lender or another person may acquire the property by means of foreclosure and sale, and you may be evicted. Once foreclosure is initiated, additional amounts for legal fees and costs may be incurred. These sums can be significant. They may be added to amounts secured by the Security Instrument, and they may be required to be paid, to the extent permitted by law, if you wish to reinstate or satisfy the loan after foreclosure is initiated.

#### **Payment Options**

Please send payments to the following address:

Sent via US Mail to: <b>Select Portfolio Servicing, Inc.</b> <b>PO Box 65450 Salt Lake City, UT 84165-0450</b>	Sent via overnight courier to: <b>Select Portfolio Servicing, Inc.</b> <b>Attn: Remittance Processing</b> <b>3217 S. Decker Lake Dr., Salt Lake City, UT 84119</b>
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Payments may be submitted in the following forms:

- (a) Personal check (if a foreclosure action has not been initiated)
- (b) Money order
- (c) Bank wire (electronic funds transfer). Please contact SPS for the information necessary to complete a bank wire.
- (d) Certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency.
- (e) Western Union Quick Collect. Reference the loan number above and deliver to Code City: Oswald, Code State: UT.

In some circumstances, you may be able to submit a payment through EZ Pay by calling 800-258-8602 or visiting our website at **www.spservicing.com**. Please remember that EZ Pay payments clear quickly, and you must have the funds in your checking account on the day you ask us to process a payment. We will obtain your consent prior to initiating payment and will advise you of any fee for this service which may be up to \$15.00.



### **You Have Options to Avoid Foreclosure!**

You may have options available other than foreclosure and can discuss your options with SPS or a counselor approved by the U.S. Department of Housing and Urban Development (HUD). A list of agencies has been included with this letter.

SPS is committed to home retention and offers many customer assistance programs designed to help customers avoid foreclosure. These programs are offered at no cost to our customers and are designed to help preserve home ownership or prevent foreclosure through structured repayment plans, special payment arrangements, modifications, short settlements, and deed-in-lieu options, if you are eligible. If you would like to learn more about these programs, you should immediately contact an SPS representative at our toll-free number, 800-635-9698, or visit our website at [www.spservicing.com](http://www.spservicing.com). Our representatives are available by phone Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

**If we can reach an agreement to resolve your default, we will not proceed with and/or commence foreclosure, as long as you comply with the agreement and make required payments.**

### **Counseling**

HUD approved home ownership counseling may be available to you. You should call (800) 569-4287 or TDD (800) 877-8339, or go to HUD's website at [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm) to find the HUD-approved housing counseling agency nearest you. The contact information for one of many HUD approved counseling agents in your area is listed below; however, the aforementioned website will have a full list of approved agencies. You may be eligible for assistance from the Homeownership Preservation Foundation, which may be reached at the Homeowner's HOPE™ Hotline at 888-995-HOPE™ (888-995-4673) or at their website, [www.995hope.org](http://www.995hope.org), or you may seek help from another non-profit foreclosure avoidance agency.

### **Servicemembers Civil Relief Act (SCRA)**

SPS is committed to home ownership assistance for active servicemembers and veterans of the United States military. You may be entitled to certain protections under the federal Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.) regarding your interest rate and the risk of foreclosure if you are a servicemember or a dependent of a servicemember. Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or [www.militaryonesource.mil](http://www.militaryonesource.mil)) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>). Note: your state may have more expansive eligibility criteria than below. Please contact us as soon as possible if you have any questions or believe you may be eligible.

Eligible service may include, but is not limited to:

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard), or
- Reserve and National Guard personnel who have been activated and are on Federal active duty, or
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

Please send written notice of military service as soon as possible to:

Select Portfolio Servicing, Inc.  
PO Box 65250 Salt Lake City, UT 84165-0250

If you have questions regarding eligibility and application requirements, please call us at 800-258-8602.

### **Your Rights**

If you wish to dispute your delinquency or the correctness of the Amount Required to Cure the Default, you may do so by providing a written dispute to SPS at the following address:

Select Portfolio Servicing, Inc.  
PO Box 65277 Salt Lake City, UT 84165-0277

You may call SPS at our toll free number 800-258-8602 to discuss your dispute. However, to protect your rights under federal law, you will need to provide written notice to SPS if you believe that your dispute is unresolved.



You may also contact the State Home Foreclosure Prevention Project of the Housing Finance Agency:

N.C. Foreclosure Prevention Fund  
North Carolina Housing Finance Agency  
3508 Bush Street  
Raleigh, NC 27609-7509  
[www.ncforeclosureprevention.gov](http://www.ncforeclosureprevention.gov)  
Phone: 888-442-8188

If you meet the conditions to reinstate, as provided in the Security Instrument, you may reinstate your account even after foreclosure has been initiated but prior to sale. This means that once you have met the conditions, the enforcement of the Security Instrument will be stopped and your Note and Security Instrument will remain, as if demand for payment in full had not been made. You will have this right at any time before the earliest of; (a) five days before sale of the property under any power of sale granted by the Security Instrument; (b) another period as applicable law might specify for the termination of your right to have enforcement of the loan stopped; or (c) a judgment has been entered enforcing your Security Instrument. SPS requires that you pay reinstatement amounts in certified funds. Certified funds include a bank wire, cashier's bank check, attorney trust account check, title or escrow company check, or Western Union Quick Collect. Please contact SPS at 800-635-9698 for instructions on submitting these funds. If you reinstate, the Security Instrument shall remain fully effective as if no foreclosure action had started.

You have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

**You have options to avoid foreclosure. THE TIME TO ACT IS NOW. Please call us at 888-818-6032.**

Sincerely,

Select Portfolio Servicing, Inc.

**Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.**

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

**Minnesota - This collection agency is licensed by the Minnesota Department of Commerce  
New York City - Collection Agency License # 1170514**



June 5, 2019

 GAIL D LANE  
ALTON G LANE  
21 FAIRLANE DR  
ROANOKE RAPID, NC 27870-0000

Account Number: [REDACTED]  
Property Address: 21 FAIRLANE DR  
ROANOKE RAPID, NC 27870

**PLEASE READ THIS NOTICE CAREFULLY. TAKE ACTION TO AVOID THE LOSS OF YOUR PROPERTY.**

**NOTICE OF DEFAULT - RIGHT TO CURE**

Dear Customer(s),

The mortgage loan on your property is in default as a result of your failure to make payments as required by the Note and Deed of Trust or Mortgage (Security Instrument). We have previously sent you letters and communications regarding this default in an attempt to resolve this matter. This letter provides information about the default and what rights you have to cure the default. Select Portfolio Servicing, Inc. (SPS) services your mortgage loan and has been instructed on behalf of the holder of the promissory note to pursue remedies under the Security Instrument unless you take action to cure the default before the Cure Date shown below. The Noteholder on your Loan is U.S. Bank Trust National Association as Trustee for GIFM Holdings Trust (c/o SPS, PO Box 65250 Salt Lake City, UT 84165-0250).

This letter provides notice of the following:

**The Default**

You have failed to make payments under the Note and Security Instrument as shown below. This letter is a formal demand for payment.

**Action Required to Cure the Default**

To cure this default, you must pay the Amount Required to Cure together with payments which may subsequently become due, on or before the Cure Date listed below.

**Amount Required to Cure the Default**

As of the date of this letter, the total amount due and required to cure the default on your loan is \$2,082.52 (Amount Required to Cure) as itemized below:

<b>Itemization of Amount Required to Cure</b>	
<b>Cure Date: 07/22/2019</b>	
Payment due for 04/18/2019	2,089.12
Total amount due includes escrow payments (taxes / insurance).	
Accrued late charges	0.00
Escrow advance balance (Deficit)	0.00
Advances made on Customer's behalf	0.00



Total Amount Outstanding	2,089.12
Unapplied balance	6.60
<b>AMOUNT REQUIRED AS OF June 5, 2019 TO CURE THE DEFAULT</b>	<b>2,082.52</b>

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- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

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**Minnesota - This collection agency is licensed by the Minnesota Department of Commerce  
New York City - Collection Agency License # 1170514**